

In the Matter of HOME BENEFICIAL LIFE INSURANCE COMPANY, INC.,
EMPLOYER and UNITED INSURANCE AGENTS LOCAL INDUSTRIAL
UNION No. 1680, CIO, PETITIONER

Case No. 10-RC-810.—Decided April 13, 1950

DECISION

AND

ORDER

Upon a petition duly filed, a hearing was held before Jerold B. Sindler, hearing officer of the National Labor Relations Board. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.¹

Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with the case to a three-member panel [Members Houston, Reynolds, and Murdock].

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the National Labor Relations Act.
2. The labor organizations involved claim to represent employees of the Employer.
3. No question affecting commerce exists concerning the representation of employees of the Employer, within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act, for the following reasons:

United Insurance Agents Local Industrial Union No. 1680, CIO, Petitioner herein, requests a unit including all industrial agents in the Knoxville, Tennessee, and Harriman, Tennessee, districts, but excluding all managers, assistant managers, superintendents,² office employees, and all supervisors as defined in the Act as amended. The Petitioner takes an alternative position that, if the Board should so order, it will set up two units at the Knoxville and Harriman dis-

¹ The hearing officer properly granted the oral motion to intervene of the National Federation of Insurance Agents Council, AFL, called the Intervenor herein, as this union has been the recognized bargaining representative since 1943 of the employees covered by the petition.

² The unit description was amended at the hearing to specifically exclude superintendents.

trict offices. National Federation of Insurance Agents Council, AFL, Intervenor herein, contends that a unit at least State-wide in scope is appropriate. The Employer contends that the appropriate unit should be two separate units at the Harriman and Knoxville, Tennessee, district offices.

The Employer is engaged in the sale of ordinary and industrial life, health, and accident insurance. About 1,200 agents, in addition to managerial, supervisory, and clerical personnel, sell insurance in the Employer's 43 district offices, located in the District of Columbia, Virginia, Delaware, Maryland, North Carolina, and Tennessee. Only the Knoxville and Harriman, Tennessee, districts are requested by the Petitioner in this proceeding.

The business of the Employer is directed by officers and directors located at the home office in Richmond. Each individual district is subject to the control and direction of the home office only and is completely independent of any other district. The agents employed in these districts possess similar interests and are subject to uniform working conditions, including the same rate of commissions, pension and retirement plans, employment application and surety bond requirements. All hiring, firing, and promoting is handled by the individual district office in conjunction with the home office. Nor is there any interchange of personnel between districts except the occasional performance of work by a superintendent in a district not regularly assigned to him, and then in case of emergency.

In December 1941, the Intervenor and the Employer entered into a contract covering agents at a number of the Employer's district offices in the District of Columbia, Virginia, Maryland, and Tennessee. The contract provided that the agents in each additional office for whom the Intervenor might be certified in the future should become a part of the contract unit. The initial term of this contract expired December 5, 1942, but by a "gentlemen's agreement" of the parties, which was not reduced to writing, the contract was continued in force until October 1943.³ In August 1943, in consent election proceedings, the Intervenor was certified as bargaining representative of the agents in the Knoxville district, of which the present Harriman district was then a part.⁴ In accordance with the terms of the 1941 contract, the Knoxville district agents were thereupon treated as part of the unit represented by the Intervenor for the purposes of negotiation.

³ The 1941 contract was continued pending negotiations which were initiated in November 1942 and were concluded in October 1943. See also *Home Beneficial Life Insurance Co., Inc.*, 69 NLRB 32, for facts regarding the Employer's business and bargaining history.

⁴ Case No. 10-R-924.

Ever since October 1943, until the filing of the present petition, the Employer has recognized the Intervenor as bargaining representative of the Knoxville-Harriman employees in a unit which includes agents in many other districts in Tennessee and other States. Although no written contract was reached during this period, there have been some disputes, including a strike.⁵ As recently as June, July, and November 1949, the parties held a series of bargaining conferences in which proposals and counterproposals were made, the Knoxville and Harriman districts always being treated as part of the broader unit. In view of this history and the Board's policy with respect to bargaining units for insurance agents,⁶ in accordance with Intervenor's contention, we find that the unit or units requested by the Petitioner are too narrow, and shall dismiss the petition.

ORDER

Upon the basis of the entire record in the case, the National Labor Relations Board hereby orders that the petition filed in the instant matter be, and it hereby is, dismissed.

⁵ Arising out of the October 1944 strike, charges were filed against the Employer. See *Home Beneficial Life Insurance Co., Inc.*, 69 NLRB 32, 159 F. 2d 280 (C. A. 4), a case which was not finally closed until January 30, 1950.

⁶ *Metropolitan Life Insurance Company*, 56 NLRB 1635 and 1642; *Peoples Life Insurance Company*, 72 NLRB 1406; *John Hancock Mutual Life Insurance Company*, 82 NLRB 179.